



parties, the Plaintiffs shall be allowed to renew their uninsured/underinsured motorist claim against SW. SW agrees that if such situation arises, that it will waive the affirmative defense with regard to the statute of limitations.

IT IS THEREFORE ORDERED the Complaint in this cause be and is hereby dismissed - without prejudice - to the Plaintiff as it pertains to SW, the uninsured/underinsured carrier of Plaintiff, and any court costs in this cause against SW, if any, shall be assessed at a later date, by further order of this court.

IT IS FURTHER ORDERED that in the event the liability insurance carrier for the Defendants, for whatever reason denies coverage to the Defendants and/or there are insufficient insurance type funds available to insure the indemnify the Defendants' legal liability in this cause and/or liability insurance limits and/or uninsured motorist coverage limits are not as they were represented to and/or by the parties, then the Plaintiff shall be allowed to renew his uninsured/underinsured motorist claim against SW. Any time limitation of action by law, statute, insurance policy or otherwise, is hereby waived by SW.

Entered this 8<sup>th</sup> day of August, 2014.

  
DISTRICT COURT JUDGE